

AGREEMENT

THIS PROFESSIONAL SERVICE CONTRACT, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **DEPARTMENT OF PUBLIC HEALTH AND WELLNESS** herein referred to as **“METRO GOVERNMENT”**, and the **UNIVERSITY OF LOUISVILLE (“UNIVERSITY”)**, acting by and through its **SCHOOL OF PUBLIC HEALTH AND INFORMATION SERVICES (“ULPHIS”)**, with offices located at 550 South Floyd Street, K Wing, Louisville, Kentucky 40292,

WITNESSETH:

WHEREAS, the Metro Government desires the services of a Director of Health Equity for Louisville Metro Department of Public Health and Wellness (“Director”); and

WHEREAS, ULPHIS has determined that it needs a faculty member with experience in public health equity administration who is qualified to work with the Metro Government as Director; and

WHEREAS, the Metro Government and ULPHIS have conducted a nationwide search for an individual who will meet the needs of all the parties and serve as Director; and

WHEREAS, the Metro Government and ULPHIS desire to enter into a joint working arrangement for the services of the Director; and

WHEREAS, pursuant to K.R.S. 45A.380 the Metro Government has determined that competition is not feasible and that this Agreement is for the services of a professional; and

WHEREAS, University possesses the requisite experience and qualifications to provide the unique nature of the services desired by the Metro Government and LMPHW;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

I. SCOPE OF PROFESSIONAL SERVICES

A. The Metro Government hereby contracts with University to furnish to the Metro Government the following professional services:

1. University agrees that, upon approval of the University Trustees, Director shall have full-time faculty status in the ULPHIS, and may have secondary appointments in other schools of the University;
2. University agrees that the primary responsibilities of Director shall be to LMPHW and the primary office of Director of Health Equity shall be at LMPHW;
3. University agrees that Director's duties to University must be consistent with LMPHW's mission and obligations and must not conflict with Director's duties to LMPHW;
4. Director's responsibilities and duties, as Director of the Center for Health Equity at LMPHW, shall include, but not be limited to, the following:
 - i. Director shall be responsible for The Center for Health Equity operated by the Board of Health and LMPHW;
 - ii. Director shall report to the Louisville Metro Director of Health or his designee on all matters concerning the Board of Health and LMPHW;
 - iii. Director shall be responsible to the Director of Health;
 - iv. Director shall perform such duties as set out in the job description attached hereto as Attachment A and made a part hereof as though fully set out herein;
 - v. Director shall perform related duties and assignments as directed by the Metro Government and by BOH in accordance with its statutory duties;
 - vi. Director shall act as the representative of BOH and the Metro Government on the various boards, committees, task forces, etc as assigned by the Director of Health;
5. Director, as a faculty member of University, shall have the following responsibilities and duties:

- i. ULPHIS Chair and Dean shall determine the duties of Director to University; and
- ii. Director shall accept teaching and research assignments that include supervision of ULPHIS students assigned to LMPHW, which are consistent with LMPHW's mission and obligations.

B. ACCOUNTABILITY OF THE DIRECTOR

1. Director will be a ULPHIS employee assigned to the Metro Government and accountable to the Metro Government with regard to his/her statutory duties and obligations; and

2. With regard to Director's responsibilities to ULPHIS, Director will be accountable to the appropriate Dean.

II. FEES AND COMPENSATION

A. The Metro Government shall pay to ULPHIS the sum of **SIX THOUSAND TWO HUNDRED FIFTY DOLLARS (\$6,250.00)** to ULPHIS each month to be used and applied as payment for Director's services during the term of this Agreement. The Metro Government's total contribution to University for the Director's salary shall not exceed **THIRTY SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$37,500.00)**.

ULPHIS shall generate a University paycheck to Director. ULPHIS further agrees that Director shall receive all usual and ordinary faculty benefits including fringe benefits through University.

In the event that the Metro Government terminates this arrangement in accordance with Section III of this Agreement, the Metro Government shall not be responsible for any further contribution to ULPHIS for the ULPHIS employee and the employee shall no longer hold the Director position. ULPHIS shall then solely determine the employee's wage and duties.

In the event that ULPHIS terminates Director, ULPHIS shall not be responsible for any further compensation of the employee; provided, however, that the Metro Government shall then have the opportunity to hire the terminated ULPHIS employee. The Metro Government shall then solely determine the employee's wage and duties.

C. University shall only be reimbursed out-of-pocket expenses of the Director if they are reasonable in amount and necessary to accomplish the scope of services of this Agreement. The Metro Government will not reimburse first class air fare, personal phone calls, short term parking expenses, or other premium type expenses. The Metro Government reserves the right to reduce or disallow expenses considered excessive or unnecessary under this contract.

D. University agrees that all outstanding invoices at the end of the fiscal year (June 30) must reach the Metro Government no later than July 15 of the following fiscal year. University agrees that original invoices that are not in Metro Government possession by this time will not be paid and University agrees to waive its right to compensation for services billed under such invoices.

III. DURATION AND TERMINATION

A. This Agreement shall begin April 1, 2007 and shall continue through and including September 28, 2007.

B. This Agreement may be terminated by the Metro Government upon notice to ULPHIS.

C. In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement.

IV. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause University or the Director to be an officer or official of the Metro Government. By executing this Agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

V. RECORDS-AUDIT

University shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of University's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by University shall include (without limitation): (a) payroll records accounting for total time distribution of University's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for University's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

VI. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

A. University, as an agency of the Commonwealth of Kentucky, although vested with sovereign immunity, is subject to the Board of Claims Act, KRS 44.070-

44.160. Claims against University relating to personal injury or property damage may be filed and decided under the provisions of the Act. To the extent permitted by said Act and other applicable law, University will defend, indemnify and hold harmless LMPHW and the Metro Government from and against any and all claims which may result from any error or omission arising out of its performance under this Agreement.

B. Self-Insurance Trust: By Resolution of the Board of Health, LMPHW will provide general liability insurance and indemnification to Director for acts and omissions of Director performed in furtherance of LMPHW business and only within the scope of her duties as set forth in this Agreement. The insurance and indemnification coverage provided by LMPHW shall be by and through the Louisville Metro Board of Health Self-Insurance Trust Agreement and said coverage shall be limited in accordance with the express terms of the Trust Agreement. This provision shall in no way affect or limit any insurance coverage provided by the Metro Government to employees of LMPHW and shall not be construed as a waiver of any sovereign or other immunity afforded LMPHW by law. Copies of this contract shall be attached as an Exhibit to the aforementioned Resolution.

VII. REPORTING OF INCOME

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate contractors. University agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. University further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

VIII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

IX. AUTHORITY

The University, by execution of this Agreement, does hereby warrant and represent that it is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Agreement.

X. CONFLICTS OF INTEREST

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, Director, trustee, partner, or employee, is a

party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former

employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

XI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

XII. OCCUPATIONAL HEALTH AND SAFETY

University agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. University also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions detected at any Metro-owned property where University performs work under this Agreement. University agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

XIII. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

XIV. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

XV. COUNTERPARTS

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

XVI. CALCULATION OF TIME Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, University is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

XVII. CAPTIONS The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

XVIII. MISCELLANEOUS University agrees that, in the event it receives from the Metro Government any protected health information, it will not disclose any of that information to any third party and, in that regard, University agrees to comply with the rules and regulations of the Health Insurance Portability and Accountability Act ("HIPAA"), codified in 42 U.S.C. § 1320d and 45 C.F.R. 160-164. University shall hold in

strictest confidence all documentation, information, and observations gathered in the performance of this Agreement, and University agrees to sign the Health Department Business Associate Agreement. University further agrees to require any of its subcontractors to both abide by the aforementioned HIPAA prohibitions against the unauthorized disclosure of confidential and protected health information and to sign the Metro Government's Business Associate Agreement.

The Metro Government and University agree to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et. seq.*) and all implementing regulations and executive orders, and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701) and the Kentucky Equal Employment Act of 1978 (K.R.S. § 45.550 to 45.640) and the Americans with Disabilities Act (42 U.S.C. § 12101 *et. seq.*). No person shall be excluded from participation in, be denied the benefits of, or be subject to discrimination in relation to activities carried out under this Agreement on the basis of race, color, age, religion, sex, disability or national origin. This includes provision of language assistance services to individuals of limited English proficiency seeking and/or eligible for services under this Agreement.

University certifies that none of its officers, stockholders, partners, owners or employees is an officer, stockholder, partner, owner or employee of the Louisville Metro Government or its Department of Public Health and Wellness. University agrees to comply with all constitutional, statutory, regulatory and common law requirements adhered to by the Metro Government pertaining to conflicts of interest.

Neither University nor any of its employees or personnel shall speak on behalf of or as a representative of the Metro Government or the Department of Public Health and

Wellness without the express authorization of the Director of that Department or his designee.

The University shall reveal any final determination of a violation by the University or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the University or subcontractor. The University shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the University or subcontractor for the duration of the contract.

WITNESS the agreement of the parties hereto by their signatures affixed hereon.

**APPROVED AS TO FORM AND
LEGALITY:**


IRV MAZE
JEFFERSON COUNTY ATTORNEY


Date: 9/14/07

**LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT**


DR. ADEWALE TROUTMAN, M.D.,
**DIRECTOR, DEPARTMENT FOR PUBLIC
HEALTH AND WELLNESS**

Date: 9/20/07

UNIVERSITY OF LOUISVILLE

By: 

Title: Dean, SPH/IS

Date: 9/20/07

**Taxpayer Identification No.
(TIN):**

**Louis
Reve
No.: _**

ATTACHMENT A – JOB DESCRIPTION – DIRECTOR OF THE CENTER FOR HEALTH EQUITY

ESSENTIAL FUNCTIONS

- Directs community health service programs and projects of a major division.
- Develops new programs or services to address community health issues.
- Prepares and presents information to health officials, the media and the public.
- Exercises supervision over subordinate personnel.

EXAMPLES OF THE WORK

UNDER GENERAL DIRECTION:

- Directs a major community health service division, programs, projects, activities and operations.
- Assesses client needs, collects statistical data, analyzes budget and productivity data, evaluates staff needs and available resources, conducts trend analysis, and prepares comprehensive reports concerning program or project operations and services.
- Develops new programs and initiatives to address community health issues or to comply with new or revised regulations or legislation.
- Monitors services provided by health care providers for compliance to project or program performance standards.
- Collaborates with community, academic and non-traditional partners regarding health issues and facilitates development of community based participatory research.
- Confers with and maintains communication and effective working relationships with service providers and community agencies to coordinate and discuss program or project goals, needs and services.
- Assists in budget preparation, and controls expenditures.
- Prepares and submits grant applications for federal and state funding for community health service programs or projects.
- Consults with staff to discuss problems, program performance standards, workflow, resources, protocols, quality assurance methods, and progress on projects.
- Represents the department to agencies and the public to disseminate information and improve community health service programs and projects.
- Performs related work.